



**National Aeronautics and
Space Administration**

Invitation for Bid

U.S. Federal Government Surplus Personal Property

Sealed Bid Sale

Sale number:	804200-2004-0012
Bid opening date and time:	April 6, 2004 at 2:00 PM EST
Bid opening location:	National Aeronautics and Space Administration Property Disposal Office Building M6-1723, SR-3 Kennedy Space Center, FL 32899
Inspection:	March 22 - 26, 2004 9:00 am – 3:00 PM EST By Appointment Only Contact the Environmental Program Office 321-867-8413
Property location:	NASA, John F. Kennedy Space Center Kennedy Space Center, FL 32899 (VARIOUS LOCATIONS)
Pre-Solicitation Conference	March 23, 2004 9:00 am EST, Building M6-1723, Room 100 By Appointment Only Contact the Sales Contracting Officer 321-867-7027
Sales Contracting Officer:	Pauletta K. McGinnis (321) 867-7027
Property to be sold:	Used Mixed Paper and Used Corrugated Cardboard for Recycling

Table of Contents

Invitation for Bid.....	1
Table of Contents	2
Scope of Contract	4
List of Sale Lots and Property Description	4
Other NASA Special Terms and Conditions for this Sale.....	5
A. Inspection:	5
B. Condition and location of property:	5
C. Consideration of bids:	5
D. Submission of bid:	5
E. Forms of bid deposits and payment:	6
F. Payment:.....	6
G. Loading and Removal of Property:	7
H. Weighing:	8
I. Eligibility of bidder:	8
J. Determination of Bidder Responsibility:	9
K. Sale to Government employees:	9
L. Performance Bond:	9
M. Quantities:	9
N. Contract disputes:	9
O. Assistance in controlling unauthorized transport of property:	9
Sale of Government Property - General Sale Terms and Conditions	10
1. INSPECTION.....	10
2. CONDITION AND LOCATION OF PROPERTY.....	10
3. CONSIDERATION OF BIDS.....	10
4. FORMS OF BID DEPOSITS AND PAYMENTS.....	10
5. BID DETERMINATION.....	10
6. PAYMENT.....	10
7. TITLE.....	10
8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.....	10
Sale of Government Property - General Sale Terms and Conditions	11
9. DEFAULT.....	11
10. SETOFF OF REFUNDS.....	11
11. INTEREST.....	11
12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.....	11
13. WEIGHING, SWITCHING, AND SPOTTING.....	11
14. RISK OF LOSS.....	11
15. LIMITATION ON GOVERNMENT'S LIABILITY.....	11
Sale of Government Property - General Sale Terms and Conditions	12
16. ORAL STATEMENTS AND MODIFICATIONS.....	12
17. COVENANT AGAINST CONTINGENT FEES.....	12
18. OFFICIALS NOT TO BENEFIT.....	12
19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.....	12
20. ASSIGNMENTS OF CONTRACTS.....	12
21. CLAIMS LIABILITY.....	12
22. WITHDRAWAL OF PROPERTY AFTER AWARD.....	12
Sale of Government Property - General Sale Terms and Conditions	13
23. ELIGIBILITY OF BIDDERS.....	13
24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.....	13
25. DEFINITIONS.....	13
Sale of Government Property - Special Sealed Bid - Term Conditions	14
A. BID DEPOSITS.....	14
B. MODIFICATION OR WITHDRAWAL OF BIDS.....	14
C. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.....	14
D. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.....	14

E. TERMINATION.....	14
F. FAILURE TO PERFORM.....	14
G. AWARD OF CONTRACT.....	14
Sale of Government Property –Bid and Award.....	16
Sale of Government Property – Item Bid Page – Sealed Bid.....	17

Scope of Contract

This contract is for the purchase and removal for recycling of surplus personal property consisting of Used Mixed Paper, and Used Corrugated Cardboard from NASA, John F. Kennedy Space Center, Florida. Used paper products will be accumulated in containers at various sites throughout the Kennedy Space Center, or other designated areas for purposes of this award.

The Contractor shall supply all the necessary materials, equipment, containers, transportation vehicles, labor, and supervision necessary to provide recycling support of specified surplus personal property. The contractor shall place collection containers at various buildings throughout the Kennedy Space Center. The containers will be emptied on a recurring basis. The contractor may also be required to deviate from established schedules as required by the Government.

Award under this contract does not grant the successful bidder right to all recycling materials that are generated in the award location. NASA maintains the right to designate any materials to be considered for the purpose of this award. The actual accumulation of recyclable materials may vary in quality or quantity during the course of this contract.

This contract covers the period from **May 1, 2004 through April 30, 2007**. The contract has the potential to be non-competitively extended for two additional one-year periods. Except for the period of performance, all other terms and conditions of the contract will remain the same for any extended periods.

The contract will be awarded to that responsible bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered. Award will be made at the highest dollar return to the Government, on the basis of the best percentage figure of the appropriate area market price per pound/ton.

List of Sale Lots and Property Description

Lot Number

Property Description

- | | |
|---|---|
| 1 | Used Mixed Paper: Consists of a clean, sorted mixture of various qualities of paper which contain less than ten percent (10%) ground wood content.
NOTE: Approximately 2.7 tons of phone books are included in this contract.

Annual Estimated Quantity: 352 Tons |
| 2 | Old Corrugated Cardboard: Consists of clean, sorted, printed or unprinted corrugated cartons, boxes or sheets having kraft or jute liner content. Cardboard food containers are not be included in this contract.

Annual Estimated Quantity: 30 Tons |

Other NASA Special Terms and Conditions for this Sale

This sale is held in accordance with the provisions of Standard Form 114C, "Sale of Government Property General Sale Terms and Conditions," and "Sale of Government Property Special Sealed Bid - Term Conditions," revised June 1997; and such "Other NASA Special Terms and Conditions" incorporated herein below.

A. Inspection:

Clause 1, "Inspection" of SF-114C is modified to include the following. The property will be available for inspection **March 22 - 26, 2004**, from 9:00 am to 3:00 pm EST. Inspection is by appointment only. Contact the Environmental Program Office at 321-867-8413 to schedule an appointment and arrange for badging. Bidders are urged to inspect the property and evaluate the NASA facilities, all local conditions and contingencies, and investigate removal and security requirements prior to submitting a bid. Failure to do so will be at the bidder's risk.

A pre-solicitation conference will be held on March 23, 2004, at 9:00 am in Bldg. M6-1723, Room 100. The briefing will consist of an overview of the contract and a tour of the facilities. Prospective bidders shall submit written questions in advance of the meeting and the answers will be provided during the conference. Questions may be faxed to the Sales Contracting Officer at 321-867-2588, or mailed to the address listed in Paragraph D. below.

B. Condition and location of property:

Clause 2, "Condition and Location of Property" of SF-114C is modified to include the following. The Condition of the property is not warranted. Property is sold "as is" and "where is".

C. Consideration of bids:

Clause 3, "Consideration of Bids" of SF-114C is modified to include the following. Telegraphic or telephonic bids are not acceptable and will not be considered for this sale. The term telegraphic includes telegram and mailgram. Faxed bids will not be accepted for this sale. Qualified bids, (i.e. bids specifying order of choice) or unsigned bids are not acceptable and will not be considered for this sale. In accordance with Public Law No. 104-134, Section 31001, The Debt Collection Improvement Act of 1996, Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award if the TIN is not provided. A TIN is defined as an individual's Social Security Number (SSN) or Business Entity's Employer Identification Number (EIN).

D. Submission of bid:

Bids must be received and in the possession of the Sales Contracting Officer by the hour (exact time) and date specified for the bid opening. Bids must be submitted on the forms provided in this invitation. The "BID for Federal Personal Property" must be completely filled out. If the bidder is a corporation or a partnership, the full name of the firm, the signature of the person authorized to sign and his full title must be shown. The outer envelope containing bids must be sealed and must be clearly marked in the upper left corner with name and address of bidder and in the lower left corner with the sale number and bid opening date and time. Prepare envelopes as indicated below and hand-carry or mail to:

Bidder Name (same as on Bid Form)
Bidder Address
City, State Zip

Postage
Required
if mailed

Sales Contracting Officer
NASA, John F. Kennedy Space Center
Property Disposal Office
Mail Code TA-E1-A, Bldg. M6-1723
Kennedy Space Center, FL 32899

Sale number: **804200-2004-0012**

Bid opening date/time: **April 6, 2004, 2:00 pm EST**

NOTE: FED EX and UPS shipments shall be addressed to:

NASA, John F. Kennedy Space Center

Attn: Central Mail Facility

Mark For: Sales Contracting Officer

Mail Code TA-E1-A, Bldg. M6-1723

Kennedy Space Center, FL 32899

E. Forms of bid deposits and payment:

Clause 4, "Forms of Bid Deposits and Payments," of SF-114C is modified to include the following. Bid deposit is not required. Payment is to be made payable to National Aeronautics and Space Administration and mailed or hand-carried to NASA, John F. Kennedy Space Center, Environmental Program Office, Mail Code TA-C3, Bldg. M7-355, Room 3136, Kennedy Space Center, FL 32899. Remittance shall indicate it is for the payment of purchase of U.S. Government Property only, Sale #804200-2004-0012. Acceptable forms of payment include cash, cashier's checks, official credit union checks (Federal/State chartered), and credit cards. Personal checks will not be accepted. Company checks will be accepted if accompanied by a bank letter guaranteeing payment up to a specific amount for the term of the contract.

F. Payment:

Clause 6, "Payment" of SF-114C is modified to include the following. A billing price per pound/ton shall be determined each month for used mixed paper, and for used corrugated cardboard, picked up during that month. The percentage figure bid will be multiplied by the price quoted for the Southeast Market, as indicated in the Transacted Paper Stock Prices table (highest range), in the issue of the "Official Board Markets, The Yellow Sheet," published on the second Monday of the month in which pickup was made. The resultant figure will be multiplied by the pounds/tons removed to determine monthly billing charges. Net weights will be converted to tons for billing purposes (2,000 pounds per ton).

In the event the publication "Official Board Markets" or specific quote therein become unavailable, a source of information acceptable to the Sales Contracting Officer and Contractor shall be used as a basis for determining the prices for the specific grade of used paper products purchased and removed under this contract.

NOTE: The Contractor shall not downgrade any load without the authorization of the Government. The Contractor must notify the Environmental Program Office of alleged contamination within **three (3) working days** from the date the paper was weighed out. Notification shall occur by facsimile or written correspondence. The Government will then determine if downgrading is allowed, and notify the Contractor of the determination by facsimile or written correspondence. **Failure by the Contractor to notify the Government of a downgrade will result in reinstatement of the grade to its original state.**

In the event the contractor picks up recyclable material not covered under this contract, the Government will bill the contractor at the current market price of the recycled material. If a current market price cannot be determined, one will be set by the Government.

The Government shall furnish a monthly invoice to the Contractor for used mixed paper and used corrugated cardboard. It will include the serialized number of each weight ticket, the date of removal, the number of pounds/tons removed, and the amount to be paid for each load. Payment is due no later than **twenty (20)** days from the date of the invoice. Remittance shall indicate it is for the payment of "Purchase of U.S. Government Property only, Sale #804200-2004-0012."

The Contractor shall have **fifteen (15)** working days from the date of the billing invoice to claim any adjustments on his bill. A written letter or facsimile, along with a copy of the invoice should be forwarded to NASA, John F. Kennedy Space Center, Environmental Program Office, Mail Code TA-C3, Bldg. M7-355, Room 3136, Kennedy Space Center, FL 32899. After fifteen (15) working days from the billing date of the invoice, no claim will be valid.

G. Loading and Removal of Property:

Clause 8, "Delivery, Loading, and Removal of Property" of SF-114C is modified to include the following. Contractor must be actively removing used paper products on a weekly basis unless there is an agreement between the Contractor and the Government otherwise. The Contractor must remove all quantities reported for pickup by the Government. Contractor will provide all necessary labor for loading and removal of property. The Government will not load nor will Government personnel be used for removal of property.

The Contractor shall sell the used mixed paper and used corrugated cardboard for recycling purposes only. The Contractor shall not use, allow access to, or offer for resale or use any paper, documents, file record material, or any other form of records as files, records, or for the information contained therein. No classified material shall knowingly be moved on this contract.

The Contractor shall adhere to a set schedule of pickups from specified locations, as agreed upon by the Government and the Contractor. Locations may be added or deleted by mutual consent of both parties. As necessary, the Contractor shall respond to authorized telephone, fax or E-mail requests for removal of recyclable paper products that deviate from the established schedules. The Contractor will respond to the telephone requests within **two (2)** working days.

Authorized requests for pickup will be issued from the NASA Environmental Program Office, Mail Code TA-C3, Bldg. M7-355, Room 3136, Kennedy Space Center, FL. Any requests emanating from other KSC offices are not authorized and shall not be recognized as a valid request.

The Contractor shall provide the necessary containers and/or other equipment for use in Government buildings in sufficient quantities for the collection and storage of recyclable paper and cardboard prior to removal by the Contractor. When necessary the Contractor will supply additional containers during the course of the contract. All Contractor containers should be of the same color if at all possible. Some Government containers are available for use by the Contractor (approximately 20 cardboard containers); however, as they become unusable they are to be replaced with Contractor containers.

Sample containers that may be required are listed below:

1. Intermediate containers on wheels with a capacity of 40 to 55 gallons for each 40 to 50 employees for used mixed paper. Containers should be marked on the front and back with the recycle logo and a label of the type of material being collected.
2. Large containers on wheels with a capacity of 64 to 96 gallons, for used mixed paper, to be placed inside buildings where the facility population does not justify bulk containers. Containers should be marked on the front and back with the recycle logo and a label of the type of material being collected.

3. Bulk (outside) containers of a type and quantity required for collection both used mixed paper and used corrugated cardboard. When an outdoor container is used, it shall be clearly marked, by wording and/or color (white) so as to identify it as a recyclable paper and/or cardboard container. Containers should be marked with the recycle logo on the front and back.

4. Cardboard collection containers with a capacity of 6 to 8 cubic yards that can be serviced with a trash collection truck configured with a front-end pickup mechanism. Containers should be marked on the front and back with the recycle logo and a label of the type of material being collected.

The Contractor shall place large containers in those facilities where the population does not justify bulk containers, and empty them at a set frequency, and return them to their location inside the facility.

The Government (or its custodial contractors) will use the recycling contractor's containers for the collection and storage of recyclables. All used mixed paper and used corrugated cardboard will be placed in the containers inside the facility and transported to the bulk containers outside. Cardboard boxes shall be broken down prior to collection.

The Contractor shall be responsible for the delivery, maintenance, and removal of storage containers and equipment, throughout the contract period. All Contractor-supplied equipment shall be properly maintained by the Contractor so as to minimize mechanical problems and breakdowns. The Contractor supplied containers must be kept free of odor, holes, vermin, or foreign matter that might cause injury, or stain clothing or furniture. All Contractor supplied equipment and materials will remain the Contractor's property during, and subsequent to, the contract period.

Removal will take place during normal operating hours of 7:00 a.m. and 5:00 p.m. except Saturdays, Sundays and legal Federal holidays, unless authorized in writing by the Environmental Program Office. The Contractor will leave each pickup area in a clean and orderly condition and will reimburse the Government for any damage to Government property caused by the removal operations of the Contractor. Property must be well secured in such a manner to prevent it from dropping off the conveyance while being transported from Government property to public streets and highways.

H. Weighing:

Clause 13, "Weighing, Switching, and Spotting" of SF-114c is modified to include the following. The Contractor shall use the Government scales located in the Industrial Area at Building M6-744 on John F. Kennedy Space Center. If these scales are unavailable the Contractor will arrange for and pay all expenses, on a non-reimbursable basis, of weighing on certified scales or other scales acceptable to the Sales Contracting Officer and the Contractor. The Contractor shall weigh the used mixed paper and the used corrugated cardboard separately. The Government reserves the right to witness weighing. **Weight ticket is required for all removals.**

All trucks will be weighed empty on the Government scales prior to the removal of used paper products from the Kennedy Space Center. A weight ticket will be furnished to the Contractor by the Government. When a truck is weighed, the weight ticket must include the gross, tare, and net weight, and the date of pickup. The Contractor will then proceed to specific pickup points and obtain the used mixed paper or used corrugated cardboard. The Contractor's truck will then be reweighed at the Government scales and the weighmaster will enter the gross weight on the weight ticket. The Contractor will sign the weight ticket, annotate the specific type of used paper product being removed, and retain a copy for his/her records. The gross weight minus (-) tare weight equals (=) net weight. Net weight will be the official weight used for payment of property removed. **"Final Load"** must be indicated on the weight ticket for the last load removed under this contract.

I. Eligibility of bidder:

The public is invited to participate in this sale. Bidders must not be under 18 years of age. The debarment or suspension of a bidder from the purchase of Federal personal property has Government wide effect and generally precludes any agency from entering into a contract for purchase of personal property with that bidder. The bidder warrants that he is not delinquent in the

payment of any debt due the United States resulting from a prior purchase of surplus personal property. Any contract awarded to an individual or firm is voidable, at the option of the Government if, at the time of award the purchaser was proposed for debarment, has been debarred, suspended, or for any other reason is ineligible to receive a Government contract.

J. Determination of Bidder Responsibility:

To be considered for award, the bidder must have the ability and provide proof upon the request of the Sales Contracting Officer, that all aspects of this contract can be complied with. If newly entering the field, bidder must furnish evidence that all necessary prior arrangements (written commitments) for supplies, equipment, and personnel have been made. The bidder's facilities, equipment, financial responsibility and record of performance, including those of contemplated subcontractors, may be subject to pre-award inspection. The bidder may be rejected as non-responsible if it is determined that the bidder fails to meet the minimum standards for responsible prospective contractors.

K. Sale to Government employees:

Clause 23, "Eligibility of Bidders," of SF-114C is modified to include the following. NASA/Kennedy Space Center Government and Contractor employees who have access to official property disposal records are hereby prohibited from participating as bidders in this sale. The term employee as used, includes an agent or immediate member of the household of the employee. All other NASA Government employees and NASA contractor employees are eligible to participate in this sale.

L. Performance Bond:

Clause A, "Bid Deposits," "Special Sealed Bid - Term Conditions" of SF-114C, is modified to include the following. Bid deposit is not required. Within **ten (10)** days after receiving written Notice of Award, the successful bidder shall furnish a bond on Standard Form 25, for the faithful performance of the contract, in the amount of **\$1,500 for Lot 1, and \$200 for Lot 2**. In lieu of Standard Form 25, the bond may be in the form of cash, cashier's check, official credit union check (Federal/State chartered), or company check that is accompanied by an irrevocable letter of credit from their bank guaranteeing payment for the term of the contract.

Bond will be non-interest bearing and shall remain in full force and effect until **ninety (90)** days after the final removal date. The successful bidder shall not be permitted to begin performance until such time as the bond has been received.

M. Quantities:

Clause D, "Adjustment for Variation in Quantity or Weight," "Special Sealed Bid - Term Conditions" of SF-114C, is modified to include the following. The quantities shown are estimated for bid evaluation purposes only. The quantities to be generated are not precisely known; therefore, no guarantee is given or implied as to the quantities or dollar value anticipated from the contract.

N. Contract disputes:

Any contract awarded under this solicitation is subject to the Contract Disputes Act of 1978, Public Law 95-563, as amended to include the Alternative Dispute Resolution Act (enacted Nov. 15, 1990, Public Law 101-552).

O. Assistance in controlling unauthorized transport of property:

Special Instruction to Bidders. Attention is invited to the fact that the Interstate Commerce Act makes it unlawful for anyone other than those duly authorized pursuant to that Act to transport this property in interstate commerce for hire. Anyone aiding or abetting in such violation is a principal in committing the offense (49 U.S.C. 301-327 and 18 U.S.C.2).

Do not return with bid

Sale of Government Property General Sale Terms and Conditions	Invitation for Bids No. 804200-2004-0012	Page 1 of 5
<p>1. INSPECTION.</p> <p>The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.</p> <p>2. CONDITION AND LOCATION OF PROPERTY.</p> <p>Unless otherwise provided in the invitation, all property listed therein is offered for sale "as is" and "where is". Unless otherwise provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. <i>This is not a sale by sample.</i></p> <p>3. CONSIDERATION OF BIDS.</p> <p>(a) Unless otherwise provided in the Invitation, telegraphic or telephonic Bids will not be considered.</p> <p>(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period is specified by the Government or by the bidder, but not less than 10 calendar days in any case) and during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders, to waive any technical defects in Bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.</p> <p>4. FORMS OF BID DEPOSITS AND PAYMENTS.</p> <p>Unless otherwise provided in the Invitation, bid deposits (when required by the invitation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on demand in U.S. currency; <i>Provided</i>, that uncertified personal or business checks must be first party instruments; <i>Provided further</i>, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit will be summarily rejected.</p> <p>5. BID DETERMINATION.</p> <p>When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.</p> <p>(a) In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.</p>	<p>(b) When bids are solicited on a "lot" bases, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.</p> <p>6. PAYMENT.</p> <p>The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).</p> <p>7. TITLE.</p> <p>Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97, will be furnished for each vehicle and piece of equipment unless otherwise provided in the Invitation.</p> <p>8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.</p> <p>(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.</p> <p>(b) Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangement and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the</p>	
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General Sale Terms and Conditions****Invitation for Bids No.
804200-2004-0012****Page 2 of 5**

period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, with limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling, or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment with the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title, and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the purchase price is less than \$25; *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents; *Provided further*, That the maximum sum which may be recovered by the Government shall specifically apprise the Purchasers, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debt arising out of prior transactions with the Government.

11. INTEREST.

Notwithstanding any other provisions of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest at the rate which has been established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of first written demand until paid.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the purchaser by 25 percent. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs (such as packing, loading, and transportation costs being

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Standard Form 114C (Rev. 6-97) Page 2
Prescribed by GSA FPMR (41 CFR) 101-45.3

Do not return with bid		
Sale of Government Property General Sale Terms and Conditions	Invitation for Bids No. 804200-2004-0012	Page 3 of 5
<p>recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer) the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.</p> <p>16. ORAL STATEMENTS AND MODIFICATIONS.</p> <p>Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer or his designated representative.</p> <p>17. COVENANT AGAINST CONTINGENT FEES.</p> <p>(a) The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingency fee.</p> <p>(b) "Bona Fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.</p> <p>"Bona Fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.</p> <p>"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.</p> <p>"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to consideration or to act regarding a Government contract on any basis other than the merits of the matter.</p> <p>18. OFFICIALS NOT TO BENEFIT.</p> <p>No member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for corporation's general benefit.</p> <p>19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.</p> <p>(a) The Purchaser certifies that –</p> <p>(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Purchaser or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;</p>	<p>(2) The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and</p> <p>(3) No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the purpose of restricting competition.</p> <p>(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -</p> <p>(1) Is the person in the Purchaser's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or</p> <p>(2)(i.) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.</p> <p>(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above, and</p> <p>(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.</p> <p>(c) If the Purchaser deletes or modifies subparagraph (a)(2) above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.</p> <p>20. ASSIGNMENTS OF CONTRACTS.</p> <p>Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.</p> <p>21. CLAIMS LIABILITY.</p> <p>The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.</p> <p>22. WITHDRAWAL OF PROPERTY AFTER AWARD.</p> <p>The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.</p>	
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Do not return with bid
**Sale of Government Property
General Sale Terms and Conditions**
**Invitation for Bids No.
804200-2004-0012**
Page 4 of 5
23. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b) above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations

either because the United States is a party to this sale or has had any interest in the property at any time.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

(a) "Telegraphic bid" and "telegraphic notice" include bids and notices by telegram or by mailgram.

(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

(c) A "small business concern" for the purpose of the sale of Government-owned property is a concern which can qualify under the small business classification criteria referenced in 13 CFR 121.3-9.

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Standard Form 114C (Rev. 6-97) Page 4
Prescribed by GSA FPMR (41 CFR) 101-45.3

Do not return with bid

Sale of Government Property Special Sealed Bid - Term Conditions	Invitation for Bids No. 804200-2004-0012	Page 5 of 5
<p>A. BID DEPOSITS.</p> <p>All bids must be accompanied by a bid deposit which must be in the possession of the Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Unless otherwise provided in the Invitation, a bid deposit of 20 % of the estimated total contract price is required on sales not exceeding one year; sales exceeding one year's duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Individual Invitation, Sale of Government Personal Property (Standard Form 150), or Deposit Bond-Annual, Sale of Government Personal Property (Standard Form 151) are NOT acceptable as bid deposits. In accordance with Condition No. 6 of the General Sale Terms and Conditions entitled "Payment" (Standard Form 114C), the 20% bid deposit submitted by the Purchaser will be retained by the Government and applied against the last delivery effected under the contract. At the option of the successful bidder, a Performance Bond (Standard Form 25) may be substituted by the successful bidder for his/her bid deposit at any time after notification of award of the contract. Any bid which is not timely supported by a proper bid deposit may be rejected as nonresponsive. Any bid deposit received after bid opening will be considered in the same manner as late bids.</p> <p>B. MODIFICATION OR WITHDRAWAL OF BIDS.</p> <p>Bids may be modified or withdrawn by written or telegraphed notice and a bid also may be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid. Any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.</p> <p>C. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.</p> <p>Bids and modifications or withdrawals thereof, must be in the possession of the Contracting Officer by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the Contracting Officer prior to award, was mailed (or telegraphed where authorized) and in fact delivered to the address specified in the Invitation for Bids in sufficient time to have been received by the Contracting Officer by the time and date set forth in the Invitation for the bid opening, and, except for delay attributable to personnel of the sales office or</p>	<p>their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Contracting Officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.</p> <p>D. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.</p> <p>Condition No. 12, General Sale Terms and Conditions (Standard Form 114C) is modified to authorize the Government to vary the quantity or weight delivered by 50% from the quantity or weight listed in the Invitation.</p> <p>E. TERMINATION.</p> <p>Unless otherwise provided in the Invitation, this contract may be terminated by either party without cost to the Government upon 30 days' written notice to the other, to be calculated from the date the notice is mailed.</p> <p>F. FAILURE TO PERFORM.</p> <p>In the event the Purchaser fails to make payment as required by Condition No. 6, General Sale Terms and Conditions (Standard Form 114C), or fails to remove the property as required by Condition No. 8, General Sale Terms and Conditions, and fails to cure the default within the time allowed by the notice given in accordance with Condition No. 9, General Sale Terms and Conditions, the Purchaser will lose all right, title and interest which he/she might otherwise have acquired in and to the property as to which the default occurred and said Condition No. 9, is modified to provide that the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 30-day period.</p> <p>G. AWARD OF CONTRACT.</p> <p>The contract will be awarded to that responsible Bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the Invitation shall be deemed to result in a binding contract without any further action by either party.</p>	
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DESCRIPTION WARRANTY

Clause No. 2 of Standard Form 114C is modified to include the following: The Government warrants to the original purchaser that the property listed in the Invitation for Bid will conform to its description. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the Government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the contracting officer. No refund will be made unless the purchaser submits a written notice to the contracting officer within 15 calendar days of the date of removal that the property is misdescribed and maintains the property in the same condition as when removed. After property has been removed, no refund will be made for shortages of property sold by the "lot."

This warranty is in place of all other guarantees and warranties, express or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount of recovery under this provision is limited to the purchase price of the misdescribed property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential.

Return with bid					
Sale of Government Property –Bid and Award		Invitation for Bids No. 804200-2004-0012	Page no. 1 of 2	Form Approved OMB No. 29-R0022	
Issued by: Property Disposal Office National Aeronautics and Space Administration John F. Kennedy Space Center, FL		Address your bid to: NASA, John F. Kennedy Space Center Property Disposal Office Mail Code TA-E1-A, Bldg. M6-1723 Kennedy Space Center, FL 32899-0001			
For information contact (Name and tel. No.) Pauletta K. McGinnis, Sales Contracting Officer (321) 867-7027 or email Pauletta.McGinnis-1@ksc.nasa.gov		Bids will be opened at (place, date and time) National Aeronautics and Space Administration Property Disposal Office, Building M6-1723, SR-3 Kennedy Space Center, FL April 6, 2004 at 2:00 p.m. EST			
Sealed bids in <u>1</u> copy(ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1)					
<input checked="" type="checkbox"/>	The General Sale Terms and Conditions, SF 114C, (Rev. 6-97 edition) and		All incorporated herein by reference; and such other special terms and conditions		
N/A	Special Sealed Bid Conditions, SF 114C page 5 (Rev. 6-97 edition);		<input checked="" type="checkbox"/> Attached or	<input checked="" type="checkbox"/> Incorporated	
<input checked="" type="checkbox"/>	Special Sealed Bid-Term Conditions SF114 C page 5 (Rev. 6-97 edition);		Herein by reference and identified as:		
			<input checked="" type="checkbox"/>	Other NASA Special Terms and Conditions	
(copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.);		(2) Bid Deposit	<input checked="" type="checkbox"/> Is not required	N/A	Is required in a amount not less than <u>0</u> % of the total bid, made payable to:
(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, within <u>10</u> calendar days after the award, and to remove the property within _____ calendar days after date of award by the Government.					
Bid (This section to be completed by the bidder)					
In compliance with the above, the undersigned offers and agrees, if this bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property. The total amount of the bid(s) is \$ _____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.					
Bidder Represents that: (Check appropriate boxes)					
(1) He/She	<input type="checkbox"/>	has	<input type="checkbox"/>	has not inspected the property on which he/she is bidding.	
(2) He/She	<input type="checkbox"/>	is	<input type="checkbox"/>	Individual or a	small business concern.
(See CFR, Title 13, Chapter 1 Part 121, Sec. 121.3-9, for the definition of small business.)					
(Complete the following only if the total amount of the bid(s) exceeds \$25,000.)					
(3) (a) He/She	<input type="checkbox"/>	has,	<input type="checkbox"/>	has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and	
(b) he/she	<input type="checkbox"/>	has,	<input type="checkbox"/>	has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), above, as requested by the Contracting Officer. (For interpretation of the representation, including the term 'bona fide employee,' see CFR, Title 41, Subpart 101-45.3.)	
Name and address of bidder (street, city, state & zip code) (Type or print)			Signature of person authorized to sign this bid		
Telephone number: Bidder Identification no.			Signer's name & title (Type or print)		Date of bid
Acceptance by the Government (This section for Government use only.)					
Accepted as to item(s) numbered			United States of America By _____ (signature of contracting officer)		Date of Acceptance
Total Amount	Contract Number(s)		Name and title of contracting officer		
114-109		U.S. GPO: 1975-0-251-54714057		Standard form 114 (Rev. 5-78) Prescribed by GSA FPMR (41 CFR) 101.45.3	

Return with Bid							
Sale of Government Property – Item Bid Page – Sealed Bid					IFB number 804200-2004-0012		Page 2 of 2
Item no.	Articles for Sale	Quantity (No. of Units)	Unit of Measure	Price Bid Per unit	Total Price Bid		Item No.
					Dollars	Cents	
1	Used Mixed Paper: Consists of a clean, sorted mixture of various qualities of paper containing less than ten percent (10%) ground wood content. NOTE: Approximately 2.7 tons of phone books are included in this contract.	Est. 352	Tons	_____%	N/A	N/A	1
2	Old Corrugated Cardboard: Consists of clean, sorted, printed or unprinted corrugated cartons, boxes or sheets having kraft or jute liner content. Cardboard food containers are not be included in this contract.	Est. 30	Tons	_____%	N/A	N/A	1
Bid No. – To be filled in by Sales Office		Name of Bidder and Identification No. (Type or print)					
Budget Bureau No. 29-R0022		Standard Form 114B Jan. 1970 edition GSA FPMR 41 CFR) 101-45.3 114.305					

Note to all Bidders:

You must enter your Tax Identification Number on Standard Form 114B above and Standard Form 114 (previous page) in the block(s) that ask for bidder name and Identification number. In accordance with Public Law No. 104-134, Section 31001, The Debt Collection Improvement Act of 1996, Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award if the TIN is not provided on the Standard Form 114 and Standard Form 114B. A TIN is defined as an individual's Social Security Number (SSN) or Business Entity's Employer Identification Number (EIN).